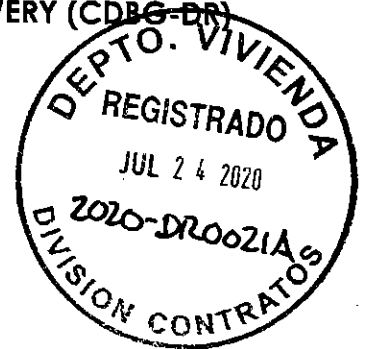




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

AMENDMENT A TO AGREEMENT FOR
TITLE CLEARANCE PROGRAM SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
DEVAL, LLC

Contract No. 2020-DR0021



THIS AMENDMENT A TO AGREEMENT FOR TITLE CLEARANCE PROGRAM SERVICES, (hereinafter referred to as the "Amendment") is entered into in San Juan, Puerto Rico, this 20 day of July, 2020, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Luis C. Fernández-Trinchet, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **DEVAL, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in 1231 Greenway Dr. Suite 200, Irving, TX 75038, herein represented by Deborah García Gratacós, in her capacity as President, of legal age, married, and resident of Virginia, United States duly authorized by Resolution by the CONTRACTOR (collectively, the Parties).

WHEREAS, on October 10, 2019, the PRDOH and the Contractor executed an Agreement for Title Clearance Program services, registered as Contract No. 2020-DR0021, for a maximum amount not to exceed **NINE MILLION FOUR HUNDRED AND NINETY SEVEN THOUSAND ONE HUNDRED AND TWENTY FOUR DOLLARS (\$9,497,124.00)** from **Account Number: R01H08TCP-DOH-LM-4190-10-000**, for a period of thirty-six (36) months, ending on October 9, 2022 (hereinafter, the "Agreement").

WHEREAS, the Parties wish to amend the Agreement to replace the Scope of Work (**Attachment C**) and the Compensation Schedule (**Attachment D**) to include the task of temporarily preparing a certain quantity of Title Studies for the cases belonging to the Home Repair, Reconstruction, or Relocation Program ("R3 Program") and become subject to the terms of the Agreement and this Amendment A.

WHEREAS, this Amendment increases the total amount of the Agreement by **FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$57,500.00)** for an adjusted total amount of **NINE MILLION FIVE HUNDRED AND FIFTY FOUR SIX HUNDRED AND TWENTY FOUR (\$9,554,624.00)**.

WHEREAS, it is the intention of the Parties that this Amendment is not intended to effect nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement, but is rather a modification and amendment of certain terms and conditions under the Agreement.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

I. AMENDMENTS

- A. The Parties agree to replace **Attachment C** (Scope of Work) of the Agreement with a modified **Attachment C** to include that Title Searches will also be performed in order to support PRDOH in the administration of the R3 Program, hereto incorporated by reference into the Agreement and this Amendment

and made part of the Agreement and Amendment A (**Attachment 1 of this Amendment**).

B. The Parties agree to replace **Attachment D** (Compensation Schedule) of the Agreement with a revised **Attachment D** to include the task of performing five hundred (500) Title Searches which will be compensated according to said Schedule. This task shall be performed following the same terms established for Title Searches for the Title Clearance Program. The modified Compensation Schedule is incorporated by reference into the Agreement and this Amendment and made part of the Agreement and Amendment A (**Attachment 2 of this Amendment**).

C. The Parties agree to replace **Article II. TERM OF AGREEMENT, paragraph C** with the following:

C. the term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

D. The Parties wish to replace **Article IV. COMPENSATION AND PAYMENT** of the Agreement with the following:

IV. COMPENSATION AND PAYMENT

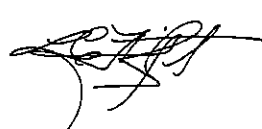
A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment D** of this Agreement.

B. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **NINE MILLION FIVE HUNDRED AND FIFTY FOUR SIX HUNDRED AND TWENTY FOUR (\$9,554,624.00)**; where **NINE MILLION FOUR HUNDRED AND NINETY SEVEN THOUSAND ONE HUNDRED AND TWENTY FOUR DOLLARS (\$9,497,124.00)** are from **Account Number: R01H08TCP-DOH-LM-4190-10-000** for services under the Title Clearance Program; and **FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$57,500.00)** are from **Account Number: R01H07RRR-DOH-LM / 5001-2009** for services under the R3 Program.

C. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment C**.

D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.

E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not



limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.

F. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.

G. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.

H. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.

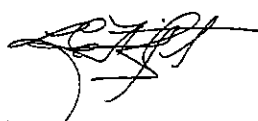
I. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.

K. In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

"Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor."

E. The Parties wish to add a new paragraph E to Article VIII. DOCUMENTATION AND RECORDKEEPING as follows:

E. PII Policy: The CONTRACTOR must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein



included and made integral part of this Agreement, as it may be updated from time to time.

- F. The parties wish to replace the **third paragraph** to **Article XV. INSURANCE, C. Related Requirements** with the following:

*The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for thirty **(30) days** written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.*

- G. The parties wish to amend PRDOH's information on **Article XX. NOTICES** of the Agreement as follows:

To: PRDOH Luis C. Fernández Trinchet, Esq., CFA
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

- H. The parties intend to replace the **Section XXII. SUBCONTRACTS, A. General**, with the following:

*A. All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.*

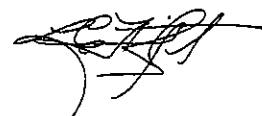
- I. The Parties agree to amend **Article XXII. SUBCONTRACTS** to add a new **paragraph E** as follows:

E. Notification: *CONTRACTOR shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.*

- J. The Parties agree to eliminate **paragraph F. Compliance with Article 1 of Act No. 48-2013, as amended, 3 L.P.R.A. § 8611, of Article XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** and renumber the remaining paragraphs in order.

- K. The parties intend to add a new **paragraph F** and renumber the next paragraphs as G and H on **Article XXVI. SECTION 3 CLAUSE:**

F. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25



U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- L. The Parties agree to replace **Article XXXVII. MODIFICATION OF AGREEMENT** with the following:

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

However, PRDOH reserves the right to notify in writing to CONTRACTOR any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

- M. The Parties intend to add a new **Article L. SOLID WASTE DISPOSAL ACT** as follows:

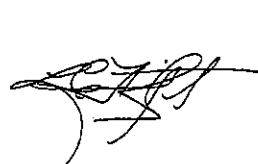
L. SOLID WASTE DISPOSAL ACT

1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3) Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource



Conservation and Recovery Act. The requirements of Section 6002 include:

- a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);
- b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

N. The Parties intend to add a new **Article LI. ORDER OF PRECEDENCE** as follows:

LI. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and the HUD General Provisions (**Attachment F**), the Scope of Work (**Attachment C**), the Compensation Schedule (**Attachment D**), and lastly, the CONTRACTOR's proposal (**Attachment B**).

O. The Parties intend to add a new **Article LII. CDBG-DR POLICIES AND PROCEDURES** as follows:

LII. CDBG-DR POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual and Contractual Requirements, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

P. All other terms and conditions of the Agreement remain unchanged.

Q. Each Party represents that the person executing this Amendment A has the necessary legal authority to do so on behalf of the respective party.

II. HEADINGS

The titles to the paragraphs of this Amendment are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Amendment.

III. INSERTIONS

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

IV. FEDERAL FUNDS

The Contractor acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Contractor shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

V. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment to the Office of the Comptroller for registration within **fifteen (15)** days following the date of execution of this Amendment and any subsequent amendment hereto. The services object of this Amendment may not be invoiced or paid until this Amendment has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

Nonetheless, on April 15, 2020, the Comptroller of Puerto Rico issued Circular Letter OC20-20 in which the **fifteen (15) day** period to remit a copy of the agreement to the Office of the Comptroller for registration following the execution of the agreement was extended until **fifteen (15) days** after the lockdown is over.

VI. ENTIRE AGREEMENT

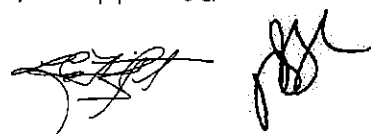
The Agreement and this Amendment constitute the entire agreement among the Parties for the use of funds received under the Agreement and this Amended Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the agreement.

VII. FEDERAL FUNDING

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made in accordance with the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, CONTRACTOR acknowledges that all funds are subject to recapture and repayment for non-compliance.

VIII. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to CONTRACTOR that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with the Agreement, as amended, including any unapproved



expenditures. CONTRACTOR must refund such recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to CONTRACTOR.

IX. OVERPAYMENT

CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under the Agreement, as amended. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under the Agreement, as amended.

X. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Agreement is not executed by the PRDOH within **thirty (30)** days of execution by the other party, this Agreement shall be null and void.

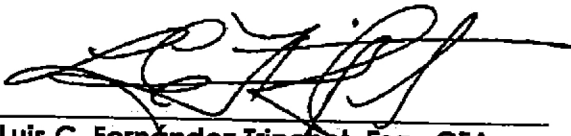
XI. SEVERABILITY

If any provision of this Amendment shall operate or would prospectively operate to invalidate the Amendment in whole or in part, then such provision only shall be deemed severed and the remainder of the Amendment shall remain operative and in full effect.


IN WITNESS THEREOF, the parties hereto execute this Amendment in the place and on the date first above written.

PUERTO RICO DEPARTMENT OF HOUSING

Deval, LLC



Luis C. Fernández Trinchet, Esq., CFA
Secretary



Deborah García Gratacós
President
DUNS No. 136096927





GOVERNMENT OF PUERTO RICO
Department of Housing

ATTACHMENT 1
SCOPE OF SERVICES
Request for Proposals
Title Clearance Program Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2018-07
(Revised for Amendment A)

1. Introduction and Overview

The Puerto Rico Department of Housing (PRDOH) is issuing this Request for Proposals (RFP) to procure land surveying, appraisals, title searches and related services for the CDBG-DR grant, under the Action Plan and subsequent action plans. It seeks to select Firm(s) that will aid PRDOH's in the execution of CDBG-DR Title Clearance program.

The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue this RFP or another version of it, if it deems that doing so is in the best interest of the Public Interest; (ii) amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend its scope to include work under subsequent CDBG-DR action plans; and (iii) to contract for land surveying, appraisals, title searches and related services providers as result of the selection of qualified Proposers or the cancellation of this RFP.

2. CDBG-DR Programs

A detailed description of the Title Clearance CDBG-DR Housing Program is included in the Action Plan approved by the U.S. Housing and Urban Development (HUD) on July 29, 2018. A complete copy of the Action Plan is available at www.cdbg-dr.pr.gov/action-plan.

The CDBG-DR Housing Program that will be subject to the land surveying, appraisals, title searches and related services, is briefly described as follows:

- 2.1. Title Clearance Program** - Provides clear title to homeowners throughout the hurricane impacted area, therefore resulting in long-term sustainability and security for residents. Applicants who are otherwise eligible for rehabilitation or reconstruction assistance under the housing program who need remedial and curative title/ownership actions will be prioritized for limited legal services assistance. Limited legal services to resolve title issues will be performed under the direction or supervision of one or more attorneys duly licensed and authorized to practice law within Puerto Rico. At this time, title services will not be provided for applicant properties located in the floodplain, floodway, or landslide risk area unless necessary for relocation. There could be unique circumstances where the property is located in the 100-year floodplain and a flood insurance shall be required.
- 2.2. Home Repair, Reconstruction, or Relocation Program** - Provides relief for those who were impacted by Hurricanes Irma and Maria and have unmet housing needs to affirmatively further fair housing as required under the Fair Housing Act of 1968, as amended, 42 U.S.C. § 3601. Assistance under this Program will be provided under three (3) primary categories: repair, reconstruction, or relocation.

If additional CDBG-DR funds are allocated to Puerto Rico during the life of the contract, Proposer staff may be assigned to work on those future federal grants awarded and potentially expand

those services to accommodate other similar programs yet to be defined. There is no guarantee of a minimum level of services which may be requested by the PRDOH under this contract.

3. Staff, Services and Tasks

This section defines the land surveying, appraisals, title searches and related services tasks that the Proposer must perform in order to support PRDOH in the administration of the Title Clearance CDBG-DR Housing Program. Title Searches will also be performed in order to support PRDOH in the administration of the R3 CDBG-DR Housing Program. The contractor will be directly responsible for the services rendered to the R3 Program with the same responsibilities, terms, conditions and obligations as established for the Title Clearance Program. The Selected Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. Each document originated by the Proposer to complete the tasks assigned, including notarial deeds or public documents, appraisals, land surveying and title searches reports and any other document necessary to remove liens or any defects to achieve title clearance or to constitute a clear title on real property, shall be in the Spanish language. Documents or standard forms that already exist in the English language are excluded from this requirement. The scope of work presented is based upon circumstances existing at the time the RFP is release. PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contemplated contract. The PRDOH reserves the right to retain some of these tasks internally and to select more than one Proposer.

3.1. Staff Requirements

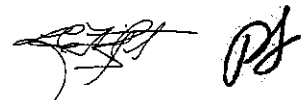
The Proposer shall have or will secure, at its own expense, all personnel required in performing the services under a Title Clearance Program Services contract. PRDOH expects the Selected Proposer to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of work under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

3.1.1. Staff Experience and Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses and years of relevant experience. Proposer shall specifically identify people currently employed by the Proposer who will serve in key roles. This includes the Proposer's own staff and staff from any subcontractors to be used. The Proposer should demonstrate that its staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services.

3.1.2. Organizational and Staffing Plan

Proposer shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor) who shall perform any land surveying, appraisals and title searches services required or worked on the CDBG-DR Programs. The Proposer's organization and staffing plan shall specifically include the required number of personnel, role and responsibilities of each person on the project, name of the resource or subcontractor, résumé or professional information, their planned level of effort, their anticipated duration of



involvement, and their on-site availability. The Proposer should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the Program.

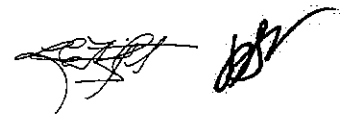
The following represents the general descriptions for the key staff to be utilized in the Proposer's Proposal and, if awarded, the resulting contract:

Manager

- Coordinate and supervise daily / weekly / monthly activities of the team members.
- Set priorities for the team to ensure task completion and performance goals are met.
- Coordinate work activities with PRDOH supervisors, personnel, among others.
- Identify and resolve operational problems using defined processes, expertise and judgment.
- Must have at least a Bachelor's Degree in a field relevant to the Program services.
- Must have at least five (5) years of Manager Experience.
- Must manage communications (talk, read and write) in Spanish and English languages.
- The candidate for the Manager position may also execute any other position requested in this Scope of Services, as of Land Surveyor, Appraiser or Title Investigator.

Attorneys at Law – Notary Public

- Handle all legal and procedural requirements necessary to remove problems, liens and defects to achieve title clearance. Matters which can affect the legality of a title or its clearance includes but are not limited to:
 - Existing liens
 - Judgements against a current property owner.
 - Past due taxes
 - Easements for utilities
 - Property setback lines
 - Joint tenancy
 - Probates
 - Inheritance limitations or restrictions
- Draft and execute notarial deeds and all other necessary documents to remove liens, judgment or any defects to achieve title clearance. All notarial or public documents authorized, including public deeds and notarial certificates whether they are originals or certified copies; and services provided by a Notary Public shall be in compliance with the Puerto Rico Notarial Act, Act No. 75 of July 2, 1987, as amended.
- Draft and execute deeds or necessary documents to constitute a clear title on real property owned by PRDOH or any other governmental agency based upon the applicable laws and regulations.
- Draft and execute deeds and/or procedures for registration of property which are not recorded in anyone's name, as well as the resumption of the interrupted successive tract in the Registry of Property.
- Prepare and subscribe Petitions to the Registry ("Instancias")
- Prepare and subscribe Notarial Act ("Acta Notarial")



- Declaration of heirship ("Declaratorias de Herederos") or Estate Probate Proceedings.
- Any other legal services required to achieve title clearance on an applicant's real property.
- Delivery and/or withdrawal of documents before the Registry of the Property.
- The candidate for the Legal Services must be a licensed Attorney at Law and Notary Public in good standing in Puerto Rico.
- Must have major experience in Real Estate Law and Registry of the Property.
- Must have at least five (5) years' experience practicing law and as Notary Public.

Land Surveyor

- Supervise and certify survey work for the Title Clearance Program.
- Plan surveys to be performed for the Title Clearance Program.
- Prepare legal descriptions, analyze and process boundary surveys, among other procedures.
- Must possess working knowledge of relevant technical software.
- Must be a Puerto Rico Licensed Land Surveyor.
- Must possess a Bachelor's Degree in Land Surveying, Geomatics or related field.
- The candidate must have at least seven (7) years of experience.

Appraisers

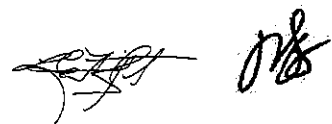
- Must be able to conduct unbiased and impartial assessment of pertinent information regarding specific properties, analyze data and develop an estimate of property value.
- Knowledge in realty/personally report as required by 49 CFR 24.103(a)(2)(i).
- Must be a Puerto Rico Licensed Real Estate Appraiser.
- Must possess a Bachelor's Degree.
- The candidate must have at least seven (7) years of experience. HUD/FHA experience Preferred.

Title Investigator

- Performs title study investigations and report based on an investigation performed personally at the Registry for the demarcation of the property and an investigation of the Puerto Rico Registry of Property's Karibe.
- The Title Investigator will identify the legal description of the property, who is the last owner of the property and the existence or absence of easements, mortgages, or other liens on the property that may affect a clear title on the property.
- Prepare a detailed report describing the property as per the Registry information, including a chain of title.
- The candidate must be skilled in using the Puerto Rico Registry of Property's Karibe system.
- Must possess at least an Associate's Degree and no less than five (5) years of experience as a Title Investigator. In the alternative must possess at least ten (10) years of experience as a Title Investigator.

Title Clearance Specialist

- Performs participant's interviews and complete applications.
- Performs field investigations.



- Assists in evaluating cases to determine applicants' eligibility in accordance to PRDOH Title Clearance laws and regulations, and other applicable federal and local legal requirements.
- Possess basic knowledge in PRDOH Title Clearance laws and regulations, and other applicable federal and local legal requirements.
 Collaborates in the investigations leading to the repossession of vacant or abandoned parcels, swaps, cessions, zoning, changes of use, and applications of property titles, leases, utilities permit and segregations.
- Receive and investigates complaints related to the applicants' parcels.
- Record keeping of all applications leading to the granting of a property title.
- Any other task necessary complete the objectives of the CDBG-DR Title Clearance Program.
- Must possess a Bachelor's Degree.
- The candidate must have at least one (1) year of professional experience in related field.
- Must manage communications (talk, read and write) in Spanish and English languages.

4. Tasks

The following are the tasks that shall be performed by the Selected Proposer(s). For each task, identified as "Per Unit Task", the PRDOH will request to the Proposer the performance of the task. PRDOH will provide to the Proposer with all the information and documents available in the participants' case files necessary to implement and complete the tasks assigned by the PRDOH. The Proposer shall not perform any "Per Unit Task" without the explicit request and authorization from the PRDOH.

Task 00: General Administration and Coordination

Per Hour

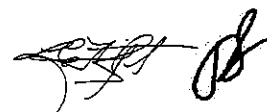
The specific services of the Proposer required under this task include, but are not limited to, collaboration with PRDOH CDBG-DR Project Management and Development department and other areas and maintaining a cooperative attitude throughout the life of the contract. The general administration and coordination activities to be performed by the Proposer are anticipated but not limited to the following:

- Supply a Project Manager to coordinate with other Key Staff and support the PRDOH in the CDBG-DR Title Clearance Program
- Attend periodic meetings as required to discuss tasks assigned and their status
- Coordinate the overall performance of tasks under an engagement with PRDOH
- Become thoroughly familiar with PRDOH Title Clearance laws and regulations, and other applicable federal and local legal requirements
- Produce reports to serve as a summary of work with each invoice and upon request from the PRDOH

Task 01: Land Surveyors

Per Unit Task

As related to the Title Clearance Program, the Land Surveyor shall be responsible for the collection of field data and the plotting of collected data to establish plot plans. Surveys will generally result in plot plans and legal property descriptions for the purpose of providing a cleared title to program applicants. Land Surveyors will not be responsible for making final determinations. These determinations will be made by PRDOH staff. The Land Surveyor will submit packages, including all required documentation, to the PRDOH for the corresponding eligibility and other determinations. This task includes the following sub-tasks:



▪ **Task 01.A: Land Survey, Plot Plan, and Property Description**

A survey of a lot of land performed to determine the length and direction of land lines and to establish the position of these lines on the ground. The survey will result in a plot plan and legal property description for the purpose of providing a cleared title to program applicants. This sub-task will include the following activities/deliverables:

○ **Property Field Survey:**

- Prepare and plan the field survey work by analyzing available data and plans of the property to be surveyed, as well as any deed descriptions and maps of all adjoining properties, surveyor' records, plot plans, utility maps, field notes, and record of surveys.
- Notify adjoining property owners.
- Establish horizontal and vertical controls in the State Coordinate System in compliance with Act 184 of November 10, 2014, as amended.
- Measure the land/property perimeter.
- Locate property corners, fence lines, hedge rows, walls, and all buildings on the lot being surveyed and on adjoining properties.
- Locate any easements on the site and any invasion thereof.
- Locate any utilities in the site including, but not limited to, power, water, storm-sewer, and telephone/data.
- Locate any water bodies in the site including, but not limited to, lakes, streams, rivers, bays, and coves.
- Locate any adjoining access roads.
- Survey must have a minimum closure error of 1 in 15,000.

○ **Property Plot Plan:**

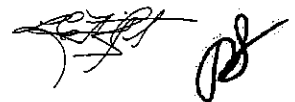
- Reduce, calculate, and plot data collected on the field.
- Determine coordinates for the traverse stations and property corners, as well as distance and bearings for property corners.
- Locate structures on the tract by perpendicular offsets from the nearest property line.
- Develop the Plot Plan by mapping property corners, property lines, fence lines, and buildings to scale, and any other data required.
- The Plot Plan must show any easements, utilities, adjoining access roads, as well as the property's and adjoining properties' names.
- The Plot Plan must include the North orientation, scale, date, and coordinates of control points, the name of the property owner, and the location of adjoining properties with their owner's name.
- Develop a report stating exactly the evidence found and what procedure was followed in establishing property corners.

○ **Property Description:**

- Identify the property for title purposes and describe its size, shape, and location.
- Description must be precise, clear, and concise.
- Property Description should be worded with sufficient legal terms to perpetuate the intent of the parties in a legal sense.
- The dimensions given should be mathematically correct, and there should be no conflicts on the description of the property or with respect to adjoining areas.

▪ **Task 01.B: Boundary Determination Survey (When subdivision of property is required)**

Consists of field survey work performed to determine the length and direction of land lines and to establish the position of these lines on the ground. This task will be combined with

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Task 01.C in order for the entire work required to be completed by the Contractor. This task will include the following activities/deliverables:

o **Property Field Survey:**

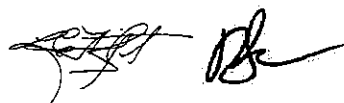
- Prepare and plan the field survey work by analyzing available data and plans of the property to be surveyed, as well as any deed descriptions and maps of all adjoining properties, surveyor' records, plats, utility maps, field notes, and record of surveys.
- Notify adjoining property owners.
- Establish horizontal and vertical controls in the State Coordinate System in compliance with Act 184 of November 10, 2014, as amended.
- Measure the land/property perimeter.
- Locate property corners, fence lines, hedge rows, walls, and all buildings on the lot being surveyed and on adjoining properties.
- Locate any easements on the site and any invasion thereof.
- Locate any utilities in the site including, but not limited to, power, water, storm-sewer, and telephone/data.
- Locate any water bodies in the site including, but not limited to, lakes, streams, rivers, bays, and coves.
- Locate any adjoining access roads.
- Survey must have a minimum closure error of 1 in 15,000.

▪ **Task 01.C: Segregation Plan, Properties Plot Plan and Descriptions**

The subdivision into two or more tracts, in accordance with some prearranged plan, of an area whose boundaries have already been established. For the segregation of lands, new monuments are established on new boundary lines, and a new plot plan and description are prepared for resulting properties. For any segregation of land, the Contractor will first perform a Boundary Determination Survey as per **Task 01.B**. This task will be performed by the Contractor for each property that is subdivided from the original tract of land. This task will include the following activities/deliverables:

o **Segregation Plan:**

- Establish parameters for the subdivision of land with relation to size and shape, as well as any other required parameter, in coordination with PRDOH.
- Using data obtained from the Property's Boundary Determination Survey, develop the subdivision (segregation) plan showing the following information:
 - Proposed subdivision name or identifying title.
 - North arrow, scale (written and graphic), date of the plan, name, license number and seal of the surveyor.
 - Project location marked on a USGS Topographic Quadrangle Map outlining exact boundaries. Name of the Quadrangle must be indicated, and the original scale maintained. Other types of maps will not be accepted (i.e.: flood, zoning, or tourist maps, aerial or satellite photographs, etc.).
 - FEMA Flood maps;
 - Names of all abutting subdivisions, streets, easements, building lines, parks, and public places, and similar facts regarding abutting properties.
 - Location of all property lines, their dimensions, and lot areas in square meters;
 - Location of existing buildings and other structures.
 - Location of any easements, utilities, adjoining access roads, as well as the property's and adjoining properties' names.



- o **Properties Plot Plan:** For each property resulting from the Segregation Plan:
 - Determine coordinates for the traverse stations and property corners, as well as distance and bearings for property corners.
 - Locate structures on the tract by perpendicular offsets from the nearest property line.
 - Develop the Plot Plan by mapping property corners, property lines, fence lines, and buildings to scale, and any other data required.
 - The Plot Plan must show any easements, utilities, adjoining access roads, as well as the property's and adjoining properties' names.
 - The Plot Plan must include the north orientation, scale, date, and coordinates of control points, the name of the property owner, and the location of adjoining properties.
 - Develop a report stating exactly the evidence found and what procedure was followed in establishing property corners.
- o **Properties Description:** For each property resulting from the Segregation Plan:
 - Identify the property for title purposes and describe its size, shape, and location
 - Description must be precise, clear, and concise.
 - Property Description should be worded with sufficient legal terms to perpetuate the intent of the parties in a legal sense.
 - The dimensions given should be mathematically correct, and there should be no conflicts on the description of the property or with respect to adjoining areas.
- o **Properties Demarcation on Site:** For each property resulting from the Segregation Plan:
 - Stake out the property boundaries on site with metal bars.

▪ **Task 01.D: Parcel Grouping Survey, Plot Plan, and Property Description**

Consists of the union of two or more properties, which by virtue of the grouping are extinguished to form a new property. The survey will result in a plot plan and legal property description for the purpose of providing a cleared title to program applicants. The task assumes that the grouped parcels will not exceed 1.00 cuerdas. The task will include:

- o **Properties Field Survey:**
 - Prepare and plan the field survey work by analyzing available data and plans of the properties to be surveyed, as well as any deed descriptions and maps of all adjoining properties, surveyor' records, plot plans, utility maps, field notes, and record of surveys.
 - Notify adjoining property owners.
 - Establish horizontal and vertical controls in the State Coordinate System in compliance with Act 184 of November 10, 2014, as amended.
 - Measure the land/property perimeter.
 - Locate property corners, fence lines, hedge rows, walls, and all buildings on the lot being surveyed and on adjoining properties.
 - Locate any easements on the site and any invasion thereof.
 - Locate any utilities in the site including, but not limited to, power, water, storm-sewer, and telephone/data.
 - Locate any water bodies in the site including, but not limited to, lakes, streams, rivers, bays, and coves.
 - Locate any adjoining access roads.
 - Survey must have a minimum closure error of 1 in 15,000.



- **Property Plot Plan:**
 - Reduce, calculate, and plot data collected on the field.
 - Determine coordinates for the traverse stations and property corners, as well as distance and bearings for property corners.
 - Locate structures on the tract by perpendicular offsets from the nearest property line.
 - Develop the Plot Plan by mapping property corners, property lines, fence lines, and buildings to scale, and any other data required.
 - The Plot Plan must show any easements, utilities, adjoining access roads, as well as the property's and adjoining properties' names.
 - The Plot Plan must include the north orientation, scale, date, and coordinates of control points, the name of the property owner, and the location of adjoining properties.
 - Develop a report stating exactly the evidence found and what procedure was followed in establishing property corners.
- **Property Description:**
 - Identify the new property for title purposes and describe its size, shape, and location
 - Description must be precise, clear, and concise.
 - Property Description should be worded with sufficient legal terms to perpetuate the intent of the parties in a legal sense.
 - The dimensions given should be mathematically correct, and there should be no conflicts on the description of the property or with respect to adjoining areas.
- **Property Demarcation on Site:**
 - Stake out the new property boundaries on site with metal bars.
- **Task 01.E: Filing of Registration Plans with OGPe/Municipality**

Consists of the presentation to OGPe or an Autonomous Municipality of registration plans and required documents associated to each individual lot within a property for its filing with the Puerto Rico Property Registry once the corresponding approvals are obtained. Presented documentation must include exact information about state flat coordinates, directions and distances from the lots, streets and easements, the scope and uses of the lots to be created and the labeling of the properties to be dedicated or reserved for public use. This task will include:

 - Preparation of documents required for OGPe's and/or the Municipality's approval in accordance with the *"Reglamento Conjunto para la Evaluación y Expedición de Permisos Relacionados al Desarrollo, Uso de Terrenos y Operación de Negocios"* as adopted by the Puerto Rico Planning Board on June 7, 2019. Documents for filing may include:
 - Digital plans, in polygon form, of the project survey and the properties to be registered;
 - Evidence of ownership, be it by means of public deed, lease contract, purchase option contract, registry certification, declaration of heirship, or any other valid standing as provided by regulations;
 - Authorization from the owner to conduct the proposed action;
 - Authorization from the owner to process the application;
 - Certification of any professionals certifying components of the request, as applicable;



- o Recommendation from the Municipality at which the property is located;
 - o Document establishing any easements and restrictions, as required by regulation and provided for in the registration plan; and
 - o Any other documentation required by OGPe or the Municipality.
- Filing of all documents (including registration plans) with OGPe or the Municipality, as applicable.
- Payment of the cost of filing up to \$100.00. Any filing fees required in excess of \$100.00 will be submitted for reimbursement.
- Follow-up with the Agencies for the approval of the case.

Task 02: Appraisals **Per Unit Task**

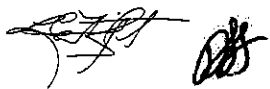
As related to the Title Clearance Program, the Appraiser shall be responsible for the collection of all field information related to the appraisal of properties for the PRDOH acquisition or transfer of real estate property. The Appraiser will not be responsible for making final determinations. These determinations will be made by PRDOH staff. The Appraiser will submit application packages, including all required documentation, to the PRDOH for the corresponding eligibility and determination. This task shall include the following:

- **Appraise**
 - Appraise and prepare appraisal reports in accordance with the Uniform Standards of Professional Appraisal Practices, and federal and local enactments.
 - Review and prepare appraisal review reports in accordance with the Uniform Standards of Professional Appraisal Practices, and federal and local enactments.
 - Appraisal reports must include cost, direct sales, and/or income capitalization approaches depending on applicability. Where necessary, obtain title reports for the subject properties as required; review reports for additional interests and conditions.
 - Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem.
 - Any other task necessary complete the objectives of the CDBG-DR Title Clearance Program.

Task 03: Title Searches **Per Unit Task**

As related to the Title Clearance Program the Title Investigator shall be responsible for the collection of all required information related to the PRDOH acquisition or transfer of property. Title Investigators will prepare a title report based on an investigation performed personally at the Registry for the demarcation of the property and an investigation of the Puerto Rico Registry of Property's Karibe. The Title Investigator will identify the legal description of the property, who is the last owner of the property and the existence or absence of easements, mortgages, or other liens on the property that may affect a clear title on the property. Title Investigators will not be responsible for making final determinations, these determinations will be made by PRDOH staff. The PRDOH will provide information regarding its property's portfolio, such as registry data and property page. In the cases where there is no formal description of a property, the Title Clearance Contractor will be responsible for establishing the description. The Title Investigator will submit packages, including all required documentation, to the PRDOH for the corresponding eligibility and determination. This task shall include the following:

- Property Title Searches
- Prepare a detailed report describing the property as per the Registry information, including a chain of title
- Any other task necessary complete the objectives of the CDBG-DR Title Clearance Program.

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As related to the R3 Program, Title Searches should be performed for the storm-damaged and replacement properties to allow PRDOH to know if the applicant is able to transfer the damaged property to PRDOH by a public deed as a condition to the assistance. This task shall be performed following the same terms established for Title Searches for the Title Clearance Program.

Task 04: Property Title Certification ("Certificaciones Registrales")	Per Unit Task
Title Investigator will also obtain the legal description of the property, accessing the Puerto Rico Registry of Property's Karibe System and request to the Registrar for them to investigate and certify current status of the property, Property Title Certifications ("Certificaciones Registrales"). Each certification, regardless of the number of entries referred to, has a cost of \$15. In the case of negative certifications, they are \$25 per real property.	

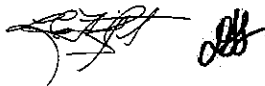
Task 05: Petitions to Registry ("Instancia")	Per Unit Task
A Petition or "Instancia" shall be used for the clarification of particularities as a supplement to transfers or actions on real estate property provided by law and to request the cancellation of prescribed liens. This document may be prepared and subscribed by an attorney in which a party with interest is making a request to the Registrar of the Property.	

The Tariff Act of the Registry of Property of Puerto Rico of 1970, as emended, establishes the tariffs to be paid for each Registry of Property transaction. In general, any document filed in the Registry is subject to tariffs based on the amount of transaction.

The Proposer will be responsible for the payment of any fees associated to the preparation and filing of the Petitions to the Registry. In the specific case of Property Registry Tariffs, The PRDOH will reimburse the Proposer, at cost, any Property Registry Tariffs and Internal Revenue Stamps or Seals as established by law. The contract will include an allowance for this.

Task 06: Notarial Act ("Acta Notarial")	Per Unit Task
The Notary Public, at request of a party or on their own initiative and under their oath, signature, sign, flourish and notarial seal, shall extend and execute certificates which consign facts and circumstances witnessed by them or of which they have personal knowledge and that due to their nature do not constitute a contract or juridical business (e.g. "Acta de Edificación"). A corrective deed may be used to fix errors committed on previously executed deeds in the manner prescribed by law (e.g. "Acta de Subsanción"). Attorneys at Law – Notary Public are authorized to charge fees for their notarial services as regulated by Articles 77 and 78 of Act No. 75 of July 2, 1987. The fixed fees established in Article 77 of Act No. 75, supra, shall not impair or limit the notary from charging the fees he/she believes reasonable and prudent in accordance with Canon 24 of Professional Ethics for the fixing of fees, for his prior and preparatory efforts, including the subsequent ones, such as background and titles, studies, consultations, opinions, preparation of certificates and compensated powers of attorney in which the notary renders an additional service as a lawyer. The Proposer will be responsible for the payment of any fees associated to the preparation and execution of Notarial Acts. PRDOH will compensate the Proposer for Notarial Acts at the unit prices submitted with the Proposal.	

Task 07: Declaration of Heirship	Per Unit Task
For purposes of the Registry, the hereditary succession document, contains the will or succession of heirs in absence of a will, be it of a judicial nature or in agreement with Act No. 282-1999, as amended, "Ley de Asuntos No Contenciosos Ante Notario". According to Article 2 of Act No. 282-1999, supra, instead of filing a Petition to the Court, and if there are no disputes with the deceased's estate, the heirs may opt for the Declaration Act of <i>ab intestate</i> heirs from a Notary Public. The Proposer shall also be responsible for the registration of the hereditary succession	



document at the Property Registry to the name of the heirs along with all documents needed, including any resolution from the tribunal, the Treasury Department of Puerto Rico tax waiver, and all necessary certifications (e.g. Centro de Recaudacion de Ingresos Municipales "CRIM"). After these documents have been issued, they must be presented through the corresponding Petition to Registry "Instancia". Attorneys at Law – Notary Public are authorized to charge fees for their notarial services as regulated by Articles 77 and 78 of Act No. 75 of July 2, 1987. The fixed fees established in Article 77 of Act No. 75, supra, shall not impair or limit the notary from charging the fees he believes reasonable and prudent in accordance with Canon 24 of Professional Ethics for the fixing of fees, for his prior and preparatory efforts, including the subsequent ones, such as background and titles, studies, consultations, opinions, preparation of certificates and compensated powers of attorney in which the notary renders an additional service as a lawyer. The Proposer will be responsible for the payment of any fees associated to the preparation and execution of Declaration of Heirships. PRDOH will compensate the Proposer for Declarations of Heirship at the unit prices submitted with the Proposal. In the specific case of Property Registry Tariffs and Internal Revenue Stamps, the PRDOH will reimburse the Proposer, at cost, as established by law. The contract will include an allowance for this.

Task 08: Sworn Statements

Per Unit Task

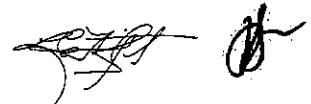
A statement prepared and notarized by a licensed Attorney at Law and Notary Public in good standing in Puerto Rico. For executing sworn statements, authentication of signatures or affidavits, the fees the PRDOH will compensate the Proposer at the unit process submitted with the Proposal. The Proposer will be responsible for the payment of any fees associated to the preparation and execution of Sworn Statements.

Task 09: Notarial Deeds ("Escritura Pública")

Per Unit Task

The Attorney-Notary Public shall draft and execute notarial deeds and all other necessary documents to remove liens, judgment or any defects to achieve title clearance, to constitute a clear title on real property owned by PRDOH or any other governmental agency and for registration of property which are not recorded in anyone's name, as well as the resumption of the interrupted successive tract in the Registry of Property. All notarial or public documents authorized, including public deeds and notarial certificates whether they are originals or certified copies; and services provided by a Notary Public shall be in compliance with the Puerto Rico Notarial Act, Act No. 75 of July 2, 1987, as amended. For authorization of instruments concerning valuables, the notarial fees to be received shall be in the amount which results from applying the value of the assets subject to the documented legal transaction or where a thing or amount of a determinable value is involved, in accordance to the Notarial fees Rates schedule established in Article 77 of Act No. 75, supra. Draft and execute deeds and/or procedures for registration of property which are not recorded in anyone's name, as well as the resumption of the interrupted successive tract in the Registry of Property. The fixed fees established in Article 77 of Act No. 75, supra, shall not impair or limit the notary from charging the fees he believes reasonable and prudent in accordance with Canon 24 of Professional Ethics for the fixing of fees, for his prior and preparatory efforts, including the subsequent ones, such as background and titles, studies, consultations, opinions, preparation of certificates and compensated powers of attorney in which the notary renders an additional service as a lawyer.

The Tariff Act of the Registry of Property of Puerto Rico of 1970, as amended, establishes the tariffs to be paid for each Registry of the Property operation. In general, any document filed in the Registry, is subject to tariffs based on the amount of the transaction. Also, according to the Notarial Tariff Act of 1943, Act No. 101 of May 12, 1943, as amended, on each original document or instrument, entered by a notary for its official registration and copies thereof, there shall be affixed and cancelled internal revenue stamps based on values and denominations established therein.



The Proposer will be responsible for the payment of any fees, tariffs, and internal revenue stamps associated to the preparation, execution, and filing of the Notarial Deed. In the specific case of Property Registry Tariffs and Internal Revenue Stamps, the PRDOH will reimburse the Proposer, at cost, as established by law. The contract will include an allowance for this.

Task 10: Proof of Ownership Evidence to Justify ("Expediente de Dominio") **Per Unit Task**

The Attorneys at Law – Notary Public shall be responsible to file a sworn statement with the Court of First Instance of the territory in which the property is located, or in the territory where its main portion is located if it is a property located in several territorial demarcations. Said statement shall contain, among other:

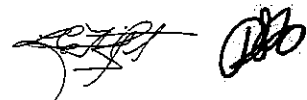
- The name and other personal data of the applicant and his spouse, if any, at the time of acquiring ownership of the property and at the time of making the application, if they are different
- An exact description of the property with its boundaries and dimensions
- The code number as it appears in the Bureau of Assessment of the Department of the Treasury
- The fact that the property does not appear recorded in the Property Registry
- A list of the encumbrances on the property, if any, and if not, the fact that it is free of encumbrances
- A list of the known previous owners with a statement on the personal data of the immediately previous owner
- The way it was acquired from the immediately previous owner
- The length of time he and the previous owners possessed the property publicly, peacefully, continuously, and as owners
- The fact that the property, or in the case of a merger, those which compose it, with their alleged present dimensions, has maintained the same configuration during the terms provided by §§ 5278 and 5280 of Title 31
- The present value of the property
- The legal proof to be presented.
- Other allegations which, by law, may be in order in each case

The Attorney at law will also be responsible for notifying, either personally or by certified mail, all parties required under Act 210 of December 8, 2015, as amended. This task will also entail the publication of the edict as required by Act 210, and any court appearances and follow-up of the case with the court until completed. Refer to 30 L.P.R.A. § 6291 for more details on notifications and summons procedures. The Proposer will be responsible for the payment of any fees associated to the preparation and filing of the case with the court, as established by law.

This task assumes that the judicial proceedings will be an *ex parte*.

Additional Services (Allowance)

Specific cases may require additional services to the ones stated above. For such services, the contract shall include an allowance and the Proposer shall provide the PRDOH with unit pricings and hourly rates for the additional tasks to be performed. No additional task may be performed by the Proposer without authorization of the PRDOH. Whenever an additional service will be utilized, the Selected Proposer will submit to the PRDOH a Request for Authorization (RFA), which includes the justification and costs for the services. An allowance would be included in the contract for these additional services available on as-needed basis, after the RFA is approved by PRDOH.



Identified additional task at the moment are as follows:

▪ Appraisal Additional Services ("Narrativas")	Per Unit Task
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The Proposers shall have or will secure, at its own expense, all personnel required to perform the services herein requested to support the CDBG-DR Title Clearance Program. Proposer must be able to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of work under this contract. These additional services will be compensated based on a fix price per unit for the Appraisal additional tasks identified. The Appraisal additional services shall include, but are not limited to the following tasks:

- **Appraisal Narrative Report:**
 - o Must include an adequate description of the physical characteristics of the property being appraised (i.e. sketch of the property and provide the location and dimensions of any improvements) and a description of comparable sales.
 - o The analysis shall require the study of all value influences and may take one of the following approaches: (i) the current cost of reproducing or replacing the home, minus an estimate for depreciation plus the value of land; (ii) the value indicated in recent sales of comparable properties in the market; and (iii) the value that the property's net earning power will support.
 - o The appraisal report should also include adequate photographs of the subject property and comparable sales, and provide location maps of the property and comparable sales;
 - o Property right(s) to be acquired, e.g., fee simple, easement, etc.;
 - o Valuation Method or Approach used to determine property value and its definition;
 - o Date of the appraisal report and the date of valuation;
 - o A realty/personally report as required by 49 CFR 24.103(a)(2)(i);
 - o Title information, Location, Zoning, Present use, and at least a 5-year sales history of the property;
 - o Identify the highest and best use. (If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market based highest and best use.)
 - o Report appraiser's, opinions, and conclusions in the appraisal report.
 - o The Appraisal Report must be certified by the appraiser.
 - o Any other information necessary for the completeness of the report.
- Any other task necessary complete the objectives of the CDBG-DR Title Clearance Program.

▪ Land Survey Additional Services	Hourly Tasks
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The Proposers shall have or will secure, at their own expense, all personnel required to perform the services herein requested to support the CDBG-DR Title Clearance Program. Proposer must be able to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of work under this contract. These additional services will be compensated based on hours worked and hourly rates for the land surveying additional tasks identified.



The Land survey additional services shall include, but are not limited to, the following tasks:

- Elevation Certificate
- Measurement Certification
- Boundary Rectification and document filing
- Court visits
- Segregation or Subdivision of any tract, lot or parcel of land
- Any other task necessary complete the objectives of the CDBG-DR Title Clearance Program as related to Land Surveying.

For these services, the Proposers shall have available, at minimum, any of the following positions:

- **Land Surveyor:** Shall have the responsibilities and minimum requirements set forth in Section 3.1.2 of this Scope of Work.
- **Surveyor-In-Training:** Shall assist the Land Surveyor in its responsibilities as stated in Section 3.1.2. Surveyors-In-Training must have a Bachelor's Degree in Surveying, Geomatics or related field, and have a valid Land Surveyor-In-Training license.
- **Draftsman:** Shall work under the supervision of the Land Surveyor and be responsible for designing plans using computer-aided design and drafting software with data collected on the field and calculation performed by the Land Surveyor.
- **Surveying Crew Member:** Shall work under the supervision of the Land Surveyor. Acts as a member of a field survey crew engaged in making plane and/or geodetic surveys for construction, topographic, right-of-way, and control survey projects. Participates in pre-survey planning meetings. Gathers field survey data through the use of conventional and global positioning system methods; sets up, adjusts, and operates surveying equipment, including electronic total station, data collector, and GPS equipment, in order to measure distances, elevations, and angles; prepares field notes and drawings; among other responsibilities. Surveying Crew Members shall have experience performing field surveys in Puerto Rico.

▪ Legal Title Clearance Additional Services	Hourly Tasks
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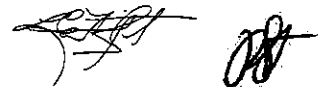
The Proposers shall have or will secure, at its own expense, all personnel required to perform the services herein requested to support the CDBG-DR Title Clearance Program. Proposer must be able to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of work under this contract. These additional services will be compensated based on hours worked and hourly rates for the legal title clearance additional services identified.

The Legal Title Clearance additional services shall include, but are not limited to the following tasks:

- Court appearances
- Any other task necessary to complete the objectives of the CDBG-DR Title Clearance Program.

For these services, the Proposers shall have available any of the following positions:

- **Attorney at Law:** Shall have the responsibilities and minimum requirements set forth in Section 3.1.2 of this Scope of Work.
- **Paralegal:** Shall support Attorneys at Law by maintaining documents, drafting documents, organizing files, calling on legal witnesses, interviewing clients, maintaining legal, and other tasks. Paralegals shall have a minimum of three (3) years of experience in the position.



Title Specialists Additional Services	Hourly Tasks
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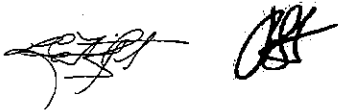
The Proposers shall have or will secure, at its own expense, all personnel required to perform the services herein requested to support the CDBG-DR Title Clearance Program. Proposer must be able to provide competent and fully qualified to perform the scope of work under this contract. Title Specialists will assist the PRDOH's own Title Specialists in their tasks whenever the PRDOH determines that additional resources are required to maintain a steady flow of applications moving forward in the process. These additional services will be compensated based on hours worked and hourly rates for the title specialist additional services.

- For these services, the Proposer shall have available any of the following positions:
- Title Clearance Specialist:** Shall have the responsibilities and minimum requirements set forth in Section 3.1.2 of this Scope of Work.

Title Searches Updates	Per Unit Task
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Performs and updates previously performed title study investigations and reports based on an investigation performed personally at the Registry for the demarcation of the property and an investigation of the Puerto Rico Registry of Property's Karibe System.

END OF SCOPE OF WORK



Revised Compensation Schedule for Amendment A

Title Clearance Program Services | Request for Proposals No. CDBG-DR-RFP-2018-07
Deval, LLC

Total Contract Amount: \$9,554,624.00

GENERAL MANAGEMENT AND ADMINISTRATION

Position	Qty. of Resources	Max. Hours Per Month	Rate Per Hour	Max. Monthly Cost
Manager	1	80	\$132.30	\$10,584.00
36 Months of Management and Administration:				\$381,024.00

PER UNIT TASKS

Task	Unit Price	Estimated Quantity	Units	Total Cost	Notes
01: Land Surveys					
01.A: Land Survey, Plot Plan, and Property Description					
Lots/Parcels up to 600 sq.mt. (0.15 cuerdas)	\$675.00	3,000	EA	\$2,250,000.00	For calculating the Total Cost it is assumed that all task quantities are for Lots/Parcels from 1,201 sq.mt to 2,000 sq.mt. (0.50 cuerdas)
Lots/Parcels from 601 sq.mt. to 1,200 sq.mt. (0.30 cuerdas)	\$725.00		EA		
Lots/Parcels from 1,201 sq.mt. to 2,000 sq.mt. (0.50 cuerdas)	\$750.00		EA		
Lots/Parcels from 2,001 sq.mt. to 7,860 sq.mt. (2.00 cuerdas)	\$850.00		EA		
Lots/Parcels from 7,861 sq.mt. to 11,790 sq.mt. (3.00 cuerdas)	\$900.00		EA		
01.B: Boundary Determination Survey (Just Fieldwork)					
Lots/Parcels up to 5,895 sq.mt. (1.50 cuerdas)	\$1,000.00	150	EA	\$150,000.00	For calculating the Total Cost it is assumed that all task quantities are for Lots/Parcels from 6,879 sq.mt. to 9,825 sq.mt. (2.50 cuerdas)
Lots/Parcels from 5,896 sq.mt. to 6,878 sq.mt. (1.75 cuerdas)	\$1,000.00		EA		
Lots/Parcels from 6,879 sq.mt. to 9,825 sq.mt. (2.50 cuerdas)	\$1,000.00		EA		
Lots/Parcels from 9,826 sq.mt. to 11,970 sq.mt. (3.00 cuerdas)	\$1,100.00		EA		
Lots/Parcels from 11,791 sq.mt. to 19,650 sq.mt. (5.00 cuerdas)	\$1,200.00		EA		
01.C: Segregation Plan, Properties Plot Plan and Descriptions	\$850.00	150	EA	\$127,500.00	
01.D: Parcel Grouping Survey, Plot Plan, and Property Description	\$850.00	150	EA	\$127,500.00	
01.E: Filing of Registration Plans with OGPe/Municipality	\$1,050.00	1,500	EA	\$1,575,000.00	Filing fees required in excess of \$100 will be submitted for reimbursement.
02: Appraisals	\$415.00	1,500	EA	\$622,500.00	
03: Title Searches	\$115.00	3,000	EA	\$345,000.00	
04: Property Title Certifications ("Certificaciones Registrales")	\$225.00	1,500	EA	\$337,500.00	
05: Petitions to Registry ("Instancias")	\$413.00	375	EA	\$154,875.00	
06: Notarial Act ("Acta Notarial")	\$561.00	375	EA	\$210,375.00	
07: Declaration of Heirship ("Declaratoria de Herederos")	\$1,480.00	375	EA	\$555,000.00	
08: Sworn Statement ("Declaración Jurada")	\$42.00	3,000	EA	\$126,000.00	
09: Notarial Deeds ("Escritura Pública") In compliance with Article 77 of Act 75 of July 2, 1987, as amended, for the authorization of instruments of valuables or in which a thing or amount of determinable value whose value exceeds \$10,000, but does not exceed \$5,000,000 dollars, the notarial fees fixed will be established by agreement between the parties, but will never be greater than 1% nor less than 0.5% of its value.	0.75%	1,500	EA	\$900,000.00	For calculating the Total Cost it is assumed that all task quantities are for transactions with a value of \$80,000. Percentage fee does not include Property Registry Tariffs, nor does it include Internal Revenue Stamps or Seals. These will be reimbursed, at cost, to the Proposer as established by law.
10: Proof of Ownership Evidence to Justify ("Expediente de Dominio")	\$1,350.00	300	EA	\$405,000.00	
Total Per Unit Tasks:				\$7,886,250.00	

03A: Title Searches (R3 Program)	\$115.00	500	EA	\$57,500.00
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Sub-Total Base Contract Cost (TC):	\$8,267,274.00
Sub-Total Base Contract Cost (R3):	\$57,500.00
Sub-Total Base Contract Cost (All Programs):	\$8,324,774.00

Revised Compensation Schedule for Amendment A

Title Clearance Program Services | Request for Proposals No. CDBG-DR-RFP-2018-07
Deval, LLC

Total Contract Amount: \$9,554,624.00

CONTRACT ALLOWANCES

Allowance Title	Amount	Notes
Allowance for Tariffs, Internal Revenue Stamps or Seals, and Filing of Registration Plans with OGPe/Municipality: To be used for the reimbursement of costs incurred by Proposer in Property Registry Tariffs, Internal Revenue Stamps or Seals, and filing fees for Registration Plans with OGPe/Municipalities in excess of \$100.	\$849,750.00	Assumes that all Petitions to Registry ("Instancias"), Declaration of Heirship ("Declaratoria de Heredero"), and Notarial Deeds ("Escritura Publica") are for a value of \$80,000. Therefore, each Notarial Deed will have Tariffs and Internal Revenue Stamps or Seals in the amount of \$424.00; and each Petition to Registry and Declaration of Heirship will have a Tariffs in the amount of \$285.00. Assumes reimbursement of any amount in excess of \$100 related to filing of Registration Plans with OGPe/Municipality for each individual lot within a property.
Allowance for Additional Services: To be used for the compensation of any additional services as identified in the Scope of Work. Compensation will be at the unit prices and rates proposed in the Additional Services Table below.	\$380,100.00	

ADDITIONAL SERVICES

Task	Unit	Unit Price
Special Appraisals ("Narrativa")	Each	\$1,750.00
Additional Land Survey Services		
Land Surveyor	Hours	\$125.00
Surveyor-In-Training	Hours	\$80.00
Draftsman	Hours	\$57.00
Surveying Crew Member	Hours	\$38.00
Additional Legal Title Clearance Services		
Attorney at Law	Hours	\$145.00
Paralegal	Hours	\$55.00
Additional Title Specialist Services		
Title Clearance Specialist	Hours	\$55.86
Title Searches Updates	Each	\$60.00

